

EXHIBIT D



GE Capital
Trailer Fleet Services

Elaine Skurnowicz
530 East Swedesford Road
Wayne PA 19087
JSA

T 484-254-0415
F 610-646-0712

January 15, 2009

Hand Delivery

Rafael Barba
GE Trailer Fleet Services
530 East Swedesford Road
Wayne, PA 19087-1607

Dear **Rafael**:

This will confirm that you are being laid off because your position is being eliminated. In accordance with the Company's severance policy, I have enclosed your Transition Payment Release. Please read that document very carefully. You may take up to 45 days to consider the Release. In accordance with the Older Workers Benefit Act (OWBA), we are enclosing, the Age Distribution Data for your information.

Working Notice Period

Today is your "Notice Date." After today, the Company has elected to make available to you 28 calendar days of Working Notice (the "Working Notice Period"). During the Working Notice Period, you are expected to fully cooperate with the Company in effecting the smooth transition of your responsibilities, returning all Company property within your possession/control and transferring your files and company records (electronic and paper) in accordance with the GE Capital Records Management Guidelines process. You will continue to be employed on active payroll and will be paid your current salary at the Company's regular pay intervals until February 11, 2009, 28 calendar days after today. This Working Notice Period is offered at the Company's discretion, and is not a guarantee of employment for the duration of the Working Notice or any other fixed period. At the Company's option you may be paid for all or part of the Notice Period in the form of a lump sum payment and not be required to work.

Severance Pay

You will be eligible for Severance Pay based on the following formula:

One week of Severance Pay* for each year of service at the time of your separation**

* Payment of Severance Pay or for the Notice Period will be based on your base pay rate only. Bonuses, commissions, overtime and other additional or extra forms of compensation are excluded.

** If you have a "partial" year of service of six months or more at the time of your separation, this will be considered as a full year of service for purposes of calculating your benefits under the Severance Plan.

GE 0032

Page 2

You may elect to receive the Layoff Payment in biweekly installments or in one lump sum payment. If you do not make any election you will be automatically defaulted to biweekly installments.

If you elect the payment in biweekly installments:

- You will receive a payment on each the Company payday following your Date of Layoff until you have received the full Layoff Payment.
- In the event of rehire, biweekly payments will cease – you will have no obligation to repay any portion of the Layoff Payment paid prior to your rehire date.

If you elect the payment in a lump sum:

- Your employment will be terminated.

Transition Payment

In addition to your Layoff Payment, you also may be eligible to receive a "Transition Payment." The Transition Payment is offered in exchange for signing a release of claims against the Company. If you elect to sign the Transition Payment Release document included with this Notice of Layoff you will receive an additional four (4) weeks of pay*, plus one week of pay* for each full \$10,000 of base salary, if an employee's annual base pay is greater than \$40,000.

If you obtain alternative full-time GE employment prior to receiving the Transition Payment, you will not be entitled to the Transition Payment. If you obtain alternative full-time GE employment after receiving the Transition Payment but within 12 months of your layoff, you will be required to repay the Transition Payment as a condition of your reemployment.

If you elect to take a new position within the General Electric Company, including all subsidiaries and affiliates, all Layoff Benefits shall cease. It is your responsibility to notify your Human Resources Manager if you accept alternative GE employment.

You are responsible for informing the Company in a timely manner if you have obtained non-temporary, full-time employment with a non-GE employer during your Working Notice or Severance Period. If you obtain such alternative non-GE employment during your Working Notice, your Date of Layoff may be accelerated.

If you decide to sign the enclosed Agreement, please initial each page in the space provided, sign your name on the last page and return the signed Agreement to me by **February 28, 2009**.

Information concerning your notice pay, severance pay and benefits continuation is provided in Schedule A to this letter. That information is subject to the terms of the applicable benefit plans. Additional detail is located in the Employee Handbook.

In addition, please note the following:

Page 3

- ABR CobraServ, Inc. will send information concerning the benefits-continuation law known as "COBRA" directly to you within 45 days of the end of your Severance Period. If you have any questions about COBRA eligibility, benefits or payment of premiums, you should contact CobraServ at 1-800-877-7994. **If you do not inform CobraServ of your interest in continuing coverage under COBRA in a timely manner, you will waive your rights (if any) under that law.**
- You may have the option of converting your basic and supplemental life insurance coverage to a personal policy. Information on possible conversion of life insurance will be mailed to you.
- If you are a participant in the 401(k) Plan, your contributions and matching Company contributions will end at the start of your Severance Pay period.
- If you currently have a 401(k) loan, your loan repayments will be discontinued as of your Severance commencement. You should make arrangements to pay off any remaining balance by calling 1-800-278-SAVE. If you do not pay off your loan balance within 90 days of the end of your Severance Pay period, your balance will be treated as an "early distribution." This means it will be taxed as ordinary income for federal income tax purposes and an additional 10% tax may also be imposed as well as any state and local taxes. A Form-1099 would then be sent to you and the Internal Revenue Service.

You must return to the Company by February 11, 2009 any and all Company property or equipment in your possession. In addition, you must submit the necessary receipts or documentation to settle any open outstanding travel advances or expenses as of February 11, 2009. If you do not do so, your severance pay will be suspended, as set forth in the enclosed Release. In addition, IRS regulations require that income be imputed for any uncleared expenses that are over 120 days old.

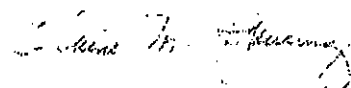
The information contained in this letter (including Schedule A) is a summary of various official legal documents that describe benefit plans and Company policies. The full text or Summary Plan Descriptions of these are available for your inspection if you desire. Any discrepancies, errors, omissions or clarifications between this letter (including Schedule A) and the official Company policies and benefit plan documents shall be governed by the provisions of the official documents.

If you have any questions about the contents of this letter, please contact the following:

COBRA	ABR CobraServ, Inc (800-877-7994)
Payroll	Brenda Budke (952-828-2072)
Benefits	Andrea DeCamp (952-828-1549)

In addition, you may contact me at any time.

Very truly yours,



Elaine Skurnowicz
HR Manager

Enclosures: Separation Agreement; Age Distribution Data

GE 0034